

PET TRUST

This Agreement is entered into by and between _____, as grantor (the "grantor") and _____, as Trustee (the "Trustee").

This Trust shall be known as THE PET TRUST FOR THE PETS OF _____.

The Grantor gives the sum of \$_____ and all my dogs, cats, and any other animals of mine living at the time of my death or disability to the trustee hereunder, IN TRUST, for the following purposes and subject to the following terms and conditions:

This Trust is created for the benefit of all of my dogs, cats, and any other animals of mine living at the time of my death (the "Beneficiaries" herein). The Trust shall terminate upon the death of the last to die of the Beneficiaries.

This Pet Trust shall be subject to the laws of the State of _____ applying to trusts and trustees, now in effect or as amended. Any property held in the Pet Trust of the trust itself shall not be subject to any statutory or common law rule against perpetuities.

During the term of the trust, the trustee shall apply for the benefit of the Beneficiaries, any or all of the net income of the trust and however much or all of the principal of the trust from time to time, as the trustee shall in the trustee's discretion determine to be advisable for the care, including veterinary care, of the Beneficiaries. Any income accrued but not distributed for the benefit of the Beneficiaries shall be added to the principal of the trust.

I appoint _____, presently residing at _____, to be the **trustee** of such trust.

I designate _____, presently residing at _____, to be the **caretaker** of my Beneficiaries.

My caretaker shall make all decisions regarding the location where my Beneficiaries shall live, and the diet, exercise, training and veterinary care of my Beneficiaries. If such person has predeceased me or for any other reason is unable to act as such caretaker, the trustee shall select another person to act as caretaker of the Beneficiaries. The trustee, in the trustee's discretion, may pay a stipend from the trust to the person acting as such caretaker.

I am creating this trust to provide for the care of my animals and the trustee does not need to consider the interests of the remainderman when making distributions. The trustee, in the trustee's discretion, may use all of the trust property for the benefit of my animals, even if the result is that nothing will pass to the remainderman.

Upon the termination of the trust, if any property remains in the trust at the time of termination, the trustee shall distribute any such income and/or principal to _____, presently residing at _____.

No bond shall be required of any Trustee named in this Agreement.

IN WITNESS WHEREOF, the Grantor and the Trustee have executed this agreement on _____ (date of signing):

"GRANTOR"

"TRUSTEE"

Notarization:

On _____ (date of signing) before me, _____
(name and title of notary), personally appeared _____ and
_____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) us/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

“I certify under PENALTY OF PERJURY under the laws of the State of
_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

“(Notary Signature)”

Notary Public for the State of _____

Date of Expiration _____

(Seal)



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